

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CARLOTTA BLOUNT, on behalf of herself
and on behalf of all others similarly situated,

Plaintiff,

v.

ADP, INC., a New Jersey Corporation, et al.,

Defendants.

Civil No. 09CV1668 AJB (KSC)

**ORDER OF FINAL APPROVAL
OF SETTLEMENT**

This matter having come before the Court for hearing on May 24, 2013, pursuant to the Order Preliminarily Approving Settlement and Providing for Class Notice entered January 22, 2013 ("Preliminary Approval Order"), on the application of the parties for approval of the settlement set forth in the Settlement Agreement and Release of Claims ("Settlement Agreement"), and due and adequate notice having been given to the California Settlement Class described below as required by the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed, and good cause appearing therefor, it is:

ORDERED, ADJUDGED AND DECREED that:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of each of the claims in

1 the Complaint, the Amended Complaint, and the Second Amended Complaint in the
2 Litigation, and has personal jurisdiction over all parties to the Litigation, including all
3 members of the California Settlement Class as defined in Paragraph II, C of the Settle-
4 ment Agreement who have not elected to exclude themselves ("opt-out") from the
5 settlement.

6 3. Notice to the California Settlement Class, including the mailing or re-
7 mailing of the Notice of Pendency of Class Action and Claim Form and Release as set
8 forth in the Settlement Agreement, has been completed in conformity with the Prelimi-
9 nary Approval Order, including mailing of individual notice to all members of the
10 California Settlement Class who could be identified through reasonable effort. The Court
11 finds that this notice was the best notice practicable under the circumstances, that it
12 provided due and adequate notice of the proceedings and of the matters set forth therein,
13 and that it fully satisfies the requirements of Federal Rule of Civil Procedure 23(c)(2)
14 and due process.

15 4. The Court hereby approves the settlement set forth in the Settlement
16 Agreement, including the settlement payments, released claims and other terms therein,
17 and finds that the Settlement Agreement, and the settlement, are, in all respects, fair,
18 adequate and reasonable to all parties, including the Named Plaintiff, the Opt-in Plain-
19 tiffs and the members of the California Settlement Class; finds further that the payments
20 to be made to the Named Plaintiff and the Opt-In Plaintiffs in settlement of their claims
21 under the Fair Labor Standards Act represent a fair and reasonable resolution of a bona
22 fide dispute; and directs the parties to effectuate the Settlement according to its terms.
23 The Court also finds that the California Settlement Class should be certified as a class as
24 part of this settlement and that relief with respect to the California Settlement Class as a
25 whole is appropriate. In particular, the Court finds, solely for purposes of approving the
26 settlement and for no other purpose and with no other effect on this litigation, that the
27 proposed California Settlement Class meets the requirements for certification under
28

1 Federal Rule of Civil Procedure 23(b)(3), including that (a) questions of law or fact
2 common to class members predominate over any questions affecting only individual
3 members, (b) a class action is superior to other available methods for fairly and effi-
4 ciently adjudicating the controversy, (c) the claims of the Representative Plaintiff
5 Carlotta Blount are typical of the claims of the members of the proposed class, (d)
6 Representative Plaintiff Carlotta Blount has, with respect to the settlement, fairly and
7 adequately protected the interests of the members of the class, and (e) Class Counsel is
8 qualified to act as counsel for the Representative Plaintiff and the other members of the
9 proposed class.

10
11 5. For purposes of this Order of Final Approval and the Final Judgment that
12 accompanies it, and consistent with the Settlement Agreement, the term "California
13 Settlement Class," which is hereby certified pursuant to Federal Rule of Civil Procedure
14 23(b)(3), means all individuals (a) who received payments from Wilson for work
15 performed while assigned to or at ADP in the State of California as contingent recruiters,
16 researchers, or sourcers in ADP's Shared Services Division at any time from September
17 1, 2006 to September 28, 2012, and (b) who have not chosen to exclude themselves (i.e.,
18 "opt out") from participation in the settlement under Paragraph V, A of the Settlement
19 Agreement,

20 6. As of the Final Effective Date (as defined in Paragraph II, L of the
21 Settlement Agreement), each and every Released Claim (as defined in Paragraph X, A
22 and C of the Settlement Agreement) of every member of the California Settlement Class
23 who did not exclude him or herself from the settlement (i.e., "opt out") in accordance
24 with the procedures set forth in Paragraph V, A of the Settlement Agreement, is and shall
25 be deemed to be conclusively released as against the Released Persons, "Released
26 Persons" (as defined in Paragraph X, A of the Settlement Agreement) means all of the
27 following: (1) ADP and its past, present, and future parents, affiliates, subsidiaries,
28 divisions, predecessors, successors, partners, joint venturers, affiliated organizations,

1 insurers and assigns, and each of their past, present and future officers, directors,
2 trustees, shareholders, agents, employees, attorneys, contractors, representatives,
3 partners, joint venturers, co-employers, joint employers, payrollers, insurers, reinsurers,
4 benefit plans sponsored or administered by ADP, divisions, units, branches and other
5 persons or entities acting on their behalf, and (2) Wilson and its past, present, and future
6 parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint
7 venturers, affiliated organizations, insurers and assigns, and each of their past, present
8 and future officers, directors, trustees, shareholders, agents, employees, attorneys,
9 contractors, representatives, partners, joint venturers, co-employers, joint employers,
10 payrollers, insurers, reinsurers, benefit plans sponsored or administered by Wilson,
11 divisions, units, branches and other persons or entities acting on their behalf.
12

13 7. As of the Final Effective Date, the named Plaintiff, the Opt-In Plaintiffs, and
14 all of the members of the California Settlement Class who did not exclude themselves
15 from the settlement in accordance with the procedures set forth in Paragraph V, A of the
16 Settlement Agreement are hereby forever barred and enjoined from commencing,
17 prosecuting or continuing to prosecute, either directly or indirectly, against the Released
18 Persons, in this or any other jurisdiction or forum, any and all Released Claims as
19 defined in Paragraph X, A and C of the Settlement Agreement.

20 8. Neither the Settlement Agreement nor the settlement constitutes an admis-
21 sion or concession by ADP, Wilson or any of the other Released Persons, nor does this
22 Order or the Final Judgment that accompanies it constitute a finding of any kind by the
23 Court regarding the validity of any of the claims asserted in the Litigation or of any
24 wrongdoing by ADP, Wilson or any of the other Released Persons. Furthermore, neither
25 the Settlement Agreement nor the settlement shall be used in any way or for any purpose
26 as (a) an admission of any fault, omission or wrongdoing by ADP, Wilson or any of the
27 Released Persons, or (b) an admission or evidence that any other alleged class of Wilson
28 employees (whether California recruiters, researchers, or sourcers or any other type of

1 employees who were assigned as contingent workers to ADP) should be certified for
2 settlement or for any other purpose. Neither this Order, the Final Judgment that accom-
3 panies it, the Settlement Agreement, any of the exhibits thereto, nor any negotiations or
4 proceedings related thereto, shall be considered as or deemed to be evidence of a
5 concession or admission with regard to the denials or defenses of ADP, Wilson or any of
6 the other Released Persons, nor shall this Order, the Final Judgment, or the Settlement
7 Agreement, its exhibits or the negotiations that led to it be offered or admissible in
8 evidence in any action or proceeding against ADP, Wilson or any of the Released
9 Persons in any court, administrative agency or other tribunal for any purpose whatsoever
10 other than to enforce the provisions of this Order, the Final Judgment or the Settlement
11 Agreement. However, nothing in this paragraph shall prevent ADP, Wilson or any other
12 of the Released Persons from filing or otherwise relying on this Order, the Final Judg-
13 ment, the Settlement Agreement, its exhibits or any other papers and records on file in
14 the Litigation in any court, administrative
15 agency or other tribunal, as evidence of the settlement that has been entered into by
16 ADP, Wilson, and the other Released Persons to support a defense of res judicata,
17 collateral estoppel, release or other claim of issue preclusion or similar defense as to the
18 Released Claims.
19

20 9. Sam Sherman, Esq., and the firm of Higgs, Fletcher & Mack LLP, are
21 hereby confirmed and appointed as Class Counsel, and Carlotta Blount is confirmed and
22 appointed as Representative Plaintiff of the California Settlement Class.

23 10. In accordance with Paragraph IX.A.1. of the Settlement Agreement, the
24 Court hereby awards Class Counsel fees in the total amount of \$220,000 and litigation
25 costs (inclusive of any additional costs that may be incurred in implementing the
26 settlement) in the total amount of \$33,711.01 (the balance of \$1,288.99 shall be distrib-
27 uted to the FLSA class in the same manner described in Paragraph IX.A.2 of the
28 Settlement Agreement). In accordance with Paragraph IX. A. 2. of the Settlement

1 Agreement, the Court hereby awards enhancement payments as follows: to Plaintiff
 2 Blount, \$10,000; Plaintiff Bowman, \$5,000; Plaintiff David, \$2,500; Plaintiff Shoskes,
 3 \$2,500; Plaintiff Spyridis, \$5,000; Plaintiff Thompson, \$5,000; and Plaintiff Zeilinger,
 4 \$10,000. These are in addition to the settlement shares these individuals are entitled to
 5 receive under Paragraph IX, A, 2.

6 11. In accordance with Paragraph IX.A.3. of the Settlement Agreement, the
 7 Court hereby awards the following amounts to the California Settlement Class Claim-
 8 ants:

9	A.	Jennifer Smith:	\$14,566.90
10	B.	Laureen O'Connell:	\$1,476.40
11	C.	Joe Rocha:	\$10,433.07
12	D.	Vanessa Calderon:	\$10,137.80
13	E.	Molly Choate:	\$10,531.50
14	F.	Kelly Anderson:	\$2,854.33

15 12. The payments referred to in this Order shall be made in accordance with the
 16 timing requirements set forth in Paragraph IX.C., of the Settlement Agreement or such
 17 other time periods as the Parties shall mutually agree.

18 13. In accordance with the accompanying Final Judgment, this Court hereby
 19 dismisses the Litigation in its entirety, on the merits, with prejudice and without costs.

20 14. Without affecting the finality of this Order in any way, the Court hereby
 21 retains continuing jurisdiction over (a) the implementation of the settlement as described
 22 in the Settlement Agreement and this Final Approval Order, and (d) all parties hereto for
 23 the purpose of administering the Settlement Agreement, enforcing its terms and enforc-
 24 ing the terms of this Order and the Judgment which accompanies it.

25 14. In the event the settlement does not become effective in accordance with the
 26 terms of the Settlement Agreement, then this Order and the accompanying Final Judg-
 27 ment shall be rendered null and void to the extent provided by and in accordance with
 28

1 the Settlement Agreement and shall be vacated and, in such event, all orders entered and
2 releases delivered in connection herewith shall be null and void to the extent provided by
3 and in accordance with the Settlement Agreement.

4 **IT IS SO ORDERED:**

5
6 DATED: June 5, 2013

7
8 A handwritten signature in cursive script, reading "Anthony J. Battaglia", is written over a solid horizontal line.

9
10 Hon. Anthony J. Battaglia

11 U.S. District Judge
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28